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The terms 3ES.co.in and / or 3ES and/or Visolent India Private Limited (VISOLENT) are used through this entire Terms of Use document to refer to our website and/or its owners and/or the employees and associates of the owner. It is expressly clarified that VISOLENT is currently the sole and exclusive owner of the 3ES platform, name and its supporting ancillaries and accordingly, any reference to 3ES shall, to the extent applicable/relevant, make reference to VISOLENT and vice versa.

REGISTRATION

- By registering, you certify that all information you provide, now or in the future, is accurate.
- If you do not login to our application at 3ES.co.in and / or mobile application for a continuous period of 90 days your registration may get automatically cancelled.
- VISOLENT reserves the right, in its sole discretion, to forthwith deny you access to this website or any portion thereof without notice, for inter-alia, the following specific reasons (a) for any unauthorized access or use (b) any attempt to assign and/or transfer any rights granted to you under this Agreement to any other party (c) violation any of the terms and conditions of these Terms of Use.
- You consent to receiving SMS and email alerts periodically pursuant to registration on the website/app.
- By registering, you agree that you are knowingly sharing your personal information with us for providing you specific services either directly or indirectly through our service partner(s) and/or to contact you for selling their products and services to you.

LICENSE

VISOLENT hereby grants you a limited, non-exclusive, non-assignable and non-transferable license to access 3ES.co.in, the website and/or the mobile application, provided and expressly conditional upon your agreement that all such access and use shall always be governed by and your strict compliance with all of the terms and conditions set forth in this USER AGREEMENT.

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Neither VISOLENT (including its Promoters, Partners, employees, affiliates, agents, representatives or subcontractors) shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or other like causes. VISOLENT shall have no responsibility to provide you access to *3ES.co.in* while interruption of *3ES.co.in* is due to any such cause shall continue.

LIABILITY DISCLAIMER

- You expressly agree that use of the website and / or mobile, web application is at your sole risk and responsibility.
- The contents, information, software, products, features and services published on this website / web application / mobile application may include inaccuracies or typographical errors. Changes will be / are periodically added to the contents herein. *3ES.co.in* and / or its suppliers may make improvements and / or changes on the website / web application / mobile application at any time.
- The website / web application / mobile application may be temporarily unavailable from time-to-time due to important system maintenance activities, telecommunication related interruptions or other disruptions. *3ES.co.in* and its owners, suppliers, consultants, advertisers, affiliates, partners, employees or any other associated entities, all hereafter collectively referred to as associated entities, shall not be liable to User(s), Member(s) or any third party, should *3ES.co.in* exercise it's right to modify or discontinue any or all of the contents, information, software, products, features and services published on this website.
- VISOLENT and / or its respective associated entities make no representations about the suitability of the contents, information, software, products, features and services contained on this website for any purpose. All such contents, information, software, products, features and services provided on an "AS IS" basis without warranty of any kind. VISOLENT and / or its associated entities hereby disclaim all warranties and conditions with regard to the contents, information, software, products, features and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement and availability.
- In no event shall *3ES.co.in* and / or its associated entities be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the website / web application / mobile application or consequences arising out of information submitted by you or with the delay or inability to use the website, or for any contents, information, software, products, features and services obtained through this website, or otherwise arising out of the use of the website, whether based on contract, tort, strict liability or otherwise, even if *3ES.co.in* or any of its associated entities has been advised of the possibility of damages.

USE OF MESSAGE BOARDS, CHAT ROOMS AND OTHER COMMUNICATION FORUMS

If this Web site contains message/bulletin boards, chat rooms, or other message or communication facilities (collectively, "Forums"), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, you agree that when using a Forum, you shall not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.

- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- Conduct or forward surveys, contests, or chain letters.
- Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.

EQUIPMENT AND OPERATION

You shall provide and maintain all telephone/internet and other equipment necessary to access *3ES.co.in* / web application / mobile application and the costs of any such equipment and/or telephone/internet connections or use, including any applicable taxes, shall be borne solely by you. You are responsible for operating your own equipment used to access *3ES.co.in*

INFORMATION DISCLAIMER

- You acknowledge that the information provided through *3ES.co.in* is compiled from sources, which are beyond the control of *3ES.co.in* though such information is recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur and *3ES.co.in* does not warrant the accuracy or suitability of the information. For this reason, as well as the possibility of human and mechanical errors and other factors,
- Under this User Agreement, you assume all risk of errors and/or omissions in *3ES.co.in*, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of *3ES.co.in*, including the information, and for maintaining any means, which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information under the User Agreement.
- Under this User Agreement, you assume all risk of errors and/or omissions in *3ES.co.in*, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of *3ES.co.in*, including the information, and for maintaining any means, which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information under the User Agreement.
- You agree that VISOLENT, owners of *3ES.co.in*, (including its and their officers, Directors, Employees, Affiliates, Group Companies, Agents, Representatives or sub-contractors) shall not in any event be liable for any special, incidental or consequential damages arising out of the use or inability to use *3ES.co.in* for any purpose whatsoever. VISOLENT and its affiliates, officers, Directors, employees and agents shall have no liability in tort, contract or otherwise to User and / or to any third party.

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It is quite likely that today or in future there will be links in the website, web application or mobile application that will allow you to leave *3ES.co.in*. The linked sites are not under the control of *3ES.co.in*. *3ES.co.in* has not reviewed, nor approved these sites and is not responsible for the contents or omissions of any linked site or any links contained in a linked site. The inclusion of any linked site does not imply endorsement by *3ES.co.in* of the site. Third party links to *3ES.co.in* shall be governed by a separate agreement.

INDEMNIFICATION

- You shall indemnify, defend and hold harmless VISOLENT (including its and their officers, Directors, Employees, Affiliates, Group Companies, Agents, Representatives or sub-contractors) from any and all claims and losses imposed on, incurred by or asserted as a result of or related to (a) your access and use of *3ES.co.in*, web application and / or the mobile applications, (b) any non-compliance by user with the terms and conditions hereof; or (c) any third party actions related to users receipt and use of the information, whether authorized or unauthorized.
- Any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder. These terms may only be amended in writing duly signed by VISOLENT.

CONFLICTING TERMS

If there is any conflict between this User Agreement and other documents, this User Agreement shall govern, whether such order or other documents is prior to or subsequent to this User Agreement, or is signed or acknowledged by any director, officer, employee, representative or agent of VISOLENT.

ATTORNEY'S FEES

If VISOLENT takes action (by itself or through its associate companies) to enforce any of the provisions of this User Agreement, including collection of any amounts due hereunder, VISOLENT shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

ENTIRE AGREEMENT

- This User Agreement constitutes the entire agreement between the parties, and no other agreement, written or oral, exists between you and VISOLENT. By using the Information on *3ES.co.in*, you assume full responsibility for any and all gains and losses, financial, emotional or otherwise, experienced, suffered or incurred by you. VISOLENT does not guarantee the accuracy, completeness or timeliness of the information provided.
- The services is provided "AS IS", without warranty of any kind, either express or implied, including without limitation, any warrant for information, data services, uninterrupted access, or products provided through or in connection with the service. Specifically VISOLENT disclaims any and all warranties, including, but not limited to: (i) warranties concerning the availability, accuracy, usefulness, or content of information, products or services, and (ii) any warranty of title, warranty of non-infringement, warranty of merchantability or fitness for a particular purpose. This disclaimer of liability applies to any damage or injury caused by failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access, alteration of, or use of record, whether for breach of contract, tort, negligence, or under any other cause of action.
- Neither VISOLENT nor any of its partners, employees, agents, successors, assigns, affiliates, group companies or content or service providers shall be liable to you or other third party for any direct, indirect, incidental, special or consequential damages arising out of use of service or inability to gain access to or use the service or out of breach of any warranty because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages. The above limitation may not apply to you. In such countries, the respective liability of VISOLENT, its employees, agents, successors, assigns, affiliates, group companies and content or service providers' respective liability is limited to the amount provided under said law. Further, you agree and understand that all services provided are non-refundable and that you should carefully consider whether the services of VISOLENT are able to meet your needs.

TERMINATION:

This User Agreement and the license rights granted hereunder shall remain in full force and effect unless terminated or cancelled for any of the following reasons: (a) immediately by VISOLENT for any unauthorized access or use by you (b) immediately by VISOLENT if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; (c) immediately, if you violate any of the other terms and conditions of this User Agreement. Termination or cancellation of this Agreement shall not effect any right or relief to which VISOLENT may be entitled, at law or in equity. Upon termination of this User Agreement, all rights granted to you will terminate and revert to VISOLENT. Except as set forth herein, regardless of the reason for cancellation or termination of this User Agreement, the fee charged if any for access to *3ES.co.in* or the web / mobile applications is non-refundable for any reason.

JURISDICTION:

The terms of this agreement are exclusively based on and subject to Indian law. You hereby consent to the exclusive jurisdiction and venue of courts in Mumbai, India in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.